

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 of 8
2. AMENDMENT/MODIFICATION NO. A00008	3. EFFECTIVE DATE See Blk. 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)	
6. ISSUED BY CODE NAVAL INVENTORY CONTROL POINT 5450 CARLISLE PIKE, P.O. BOX 2020 MECHANICSBURG, PA 17055-0788	7. ADMINISTERED BY (if other than item 6) CODE N00104 SAME AS BLOCK 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) ELECTRONIC DATA SYSTEMS CORPORATION 13600 EDS DRIVE A6N-D48 HERNDON, VA 20171 ATTN: NMCI CONTRACTS		(✓)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00024-00-D-6000	
			10B. DATED (SEE ITEM 11) 06 October 2000	
CODE 1U305 FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended.				
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (if required) NOT APPLICABLE				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR CLAUSE 52.212-4 (c), CHANGES			
	D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor is not, X is required to sign this document and return <u>ELECTRONIC</u> copies to the issuing office..				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				

--SEE PAGE TWO--

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <i>John Conrad - Contract Negotiator</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SHAWN R. RUNK - CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)	15C. DATE SIGNED 1-27-03	16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED 1/27/03

1. This modification is issued to incorporate the following CLIN 0029 requirement into the contract:

ITEM	SERVICE	ESTIMATED QUANTITY	UNIT SERVICE PRICE	TOTAL ESTIMATED AMOUNT
0029	COMNAVRESFOR DISASTER RECOVERY SUPPORT RESFOR 29-02-002 1 FEBRUARY - 30 SEPTEMBER 2003	8	\$19,055.01	\$152,440.08
0029	COMNAVRESFOR DISASTER RECOVERY SUPPORT RESFOR 29-02-002 1 OCTOBER 2003 - 31 DECEMBER 2005	27	\$19,055.01	\$514,485.27

These items are only orderable by UIC N3447B.

Introduction

CURRENT ENVIRONMENT

The Naval Reserve Force operates a variety of information systems (IS) based in New Orleans, LA. The various ISs operate on their own servers with their own disk storage systems. Each IS has a technical support staff that is responsible for their own backup and continuity of operations planning. COMNAVRESFOR (CNRF) desires to consolidate storage for these disparate systems and provide a consolidated COOP and Disaster Recovery effort. CNRF has COOP Disaster Recovery systems in place. The existing systems provide for off-site recovery at NAS JRB Ft. Worth, TX. Some application servers are already in place at Ft. Worth. Currently, only the GroupWise mail system has real-time replication of data between Ft. Worth and New Orleans. Backup DNS and DHCP servers, as well as firewall devices to protect the COOP data circuits are in place at Ft. Worth. Other ISs have only application servers with tape backup recovery plans in place at Ft. Worth.

OBJECTIVES

The new consolidated COMNAVRESFOR COOP plan is to have all applications share a common Storage Area Network (SAN) system. CNRF wishes to consolidate the COOP of existing systems together with the deployment of a new, mission-critical application – New Order Writing (NOW).

To fully leverage the NMCI infrastructure offerings and to minimize risk and cost to both the COMNAVRESFOR COOP effort and the Navy, EDS is submitting this proposal to operate and maintain the COOP Production Environment as a CLIN 29 service offering.

SCOPE

The initial COOP applications will include the NOW Enterprise servers (NOW, RAMIS, RIMS-FM and ADSW), Reserve Headquarters System (RHS) and the Naval Reserve Virtual Desktop Environment (NRVDE). Future systems to be migrated include JALIS, GroupWise (post offices not already in place) and the Naval Reserve Data Warehouse. Initial storage requirements for these applications have been estimated at two terabytes of raw storage. Data growth is projected at 15% per year. The scope of services required for EDS to support the COMNAVRESFOR COOP production environment include:

- Equipment Installation Support - EDS will provide limited support for the installation of the GFE hardware, software, and telecommunications for the COOP solution.
- Hardware and Software Operations and Management– the EDS team will operate and manage the GFE servers, SAN solution, other network components, and operating systems to sustain the production environment for data replication and fail-over services.
- Equipment Maintenance Coordination – EDS will coordinate the maintenance of the hardware and operating systems with the appropriate vendors.

To clarify the scope of services to be delivered, specific roles and responsibilities for the CNRF, EMC², SITC, and EDS are defined in section 3.0. EDS understands that CNRF has already procured and is installing equipment that meets CNRF COOP and disaster recovery requirements. This equipment is installed in SITC-provided space in New Orleans, LA. EDS will provide consulting services to the Government for the continued development of an NMCI-compatible architecture and implementation. EDS has also included some labor to support CNRF in their implementation activities.

A more detailed description of the services to be performed by EDS can be found in the Operations and Management Approach section.

THE TEAM

Industry participants for this solution include EDS, SEA, and EMC². Together, with the Government, we form a proven team. Over the last few months, EDS personnel have worked closely with SITC and the Navy community to lay the foundation for leveraging the NMCI infrastructure for strategic Navy enterprise systems. EDS has built an effective working relationship that can be enhanced with frequent communication and with continued planning for the timely delivery of the COOP operational environment and future support services. EDS has demonstrated its commitment to the success of programs in New Orleans by relocating EDS-experienced employees to New Orleans for the management and operations of Navy infrastructures, such as NSIPS. EDS and its partners are prepared to deliver the same level of commitment for the COMNAVRESFOR COOP production environment. 3.0 Roles and Responsibilities

The successful implementation, operations, and management of the COOP operational environment will be achieved by clearly defining the roles and responsibilities of all parties to include CNRF, EMC², SITC, and EDS. An "R"

Responsibility	CNRF	EMC	EDS	SITC
Equipment Acquisition and Installation				
Site Survey	S	S	S	R
Environmental Requirements	S	S	S	R
Environment Setup	S	S	S	R
Equipment Acquisition	R	S	S	S
Equipment Installation				
Hardware Setup	S	R	S	S
Operating Systems Loads	S	R	S	S
COTS Software Loads	S	R	S	S
GFE COTS Software Loads	S	R	S	S
Application Software Loads	S	R	S	S
Database Software Loads	S	R	S	S
Data Loads	S	R	S	S
Configuration Test	S	R	S	S
Configuration Acceptance	R	S	S	S
Hardware and Software Operations and Management				
Software				
Operating System	S	S	R	S
COTS Software	S	S	R	S
GFE COTS Software	S	S	R	S
Application Software	S	S	R	S
Storage Software	S	S	R	S
Hardware				
Storage	S	S	R	S
Network Components	S	S	R	S
Performance Monitoring	S	S	R	S
Capacity Monitoring/Planning	S	S	R	S
User Management	R	S	S	S
Network	S	S	R	S
Maintenance of Equipment				
Software				
Operating System	S	S	R	S
COTS Software	S	S	R	S
GFE COTS Software	R	S	S	S
Application Software	R	S	S	S
Database Software	R	S	S	S
Hardware	R	S	S	S
COOP Services	S	S	R	S
Training Services	S	S	S	R
Security				
CNRF Application	R	S	S	S
Storage	S	S	R	S
Network	S	S	R	S

designates the responsible party for that particular activity while an “S” identifies the supporting parties in the matrix below.

R- Responsible S-Support

Assumptions

The EDS Monthly Service Price (MSP) is predicated on the following assumptions. In the event that these assumptions cannot be fulfilled, the proposed price and schedule will be impacted.

- The Government has provided a COOP solution (designed and implemented with no single points of failure) for EDS to operate and manage.
- The Government will provide all hardware, software, OEM maintenance agreements, and telecommunications support for this COOP solution.
- The Government has installed and implemented all hardware and software to comply with the established guidelines of the Chief of Naval Operations Security and Firewall Policy.
- The period of performance is assumed to be 15 August 2002 through 30 September 2005. Changes to this period of performance will result in changes to the monthly service price.
- The Government will support the successful transition and on-going operations of the approved COOP environment to EDS for operations and management support by making the necessary Government personnel and contractors available to the EDS team throughout the start-up and life of the program. These personnel and their support will be integral to the operations of a fully compliant system.
- The Government will provide to the EDS team, at time of task order issuance, any standard operating procedures (SOPs) necessary for the successful operations of this environment.
- Additional monthly services beyond the 37.5-month delivery period are available by exercising a modification to this task order and will be priced separately.
- EDS personnel will not provide data conversion or software development services under this deployment effort. In addition, management of the various application IS servers will remain a government responsibility.
- Coordination of activities will be arranged through a designated CNRF representative.
- EDS assumes SITC-site access will be pre-arranged by the Government. The Government will provide dedicated workspace and office environment co-located or within walking distance of the system location for the EDS personnel assigned to this project, which will include as a minimum desk, chair, and phone service.

Operations and Management Approach

The operations and management services to be provided by the EDS team are described in the following Statement of Work.

EQUIPMENT INSTALLATION SUPPORT

The Government will procure and install the COOP production environment to be operated and managed by EDS. EDS has included some labor to support the Government in its continued architecture, configuration, and implementation activities to “go live” with CNRF COOP. EDS will provide 8 hours of Network Engineer support and up to 40 hours of WAN Engineer support in support of the EMC SAN implementation. Any additional support requested by NAVRESFOR would require a modification to the contract.

OPERATIONS AND MANAGEMENT

EDS personnel will be responsible for the operations and management of this equipment and will need access to the SITC-provided space to perform the following functions:

- COOP Production Support:
 - Manage the GFE robust and reliable COOP SAN that supports multiple operating systems (including at a minimum Windows NT, Windows 2000, Open VMS 7.2, Solaris 2.8 and Netware 5.0.) and supports CNRF Oracle 7.3.4.
Weekly status reports on system utilization and performance will be provided – specific details of which will be determined by the capabilities of the GFE software.
 - EDS will maintain local data redundancy and system integrity, within the capabilities of the GFE hardware and software, that accomplishes transparent recovery for the failure of any disk, controller or fiber channel.
 - Maintain off-site replication of data with near-real-time failover in the event of system non-availability.
 - Provide data replication management to ensure data integrity of the SAN at both the primary and remote data location.
 - Respond to changing storage requirements by dynamically reallocating storage space to the different application servers as allocation of storage space requirements change within the limits of the existing GFE software. Any SAN configuration management services (e.g., bin file modification, allocation of new LUNS, etc.) that require EMC² support services will be conducted once per quarter and coordinated with the government.
 - Provide data management services that will enable the recovery of COOP stored data in the event of equipment failure or local data corruption within the limits of the existing GFE hardware and software.
 - Maintain all existing government furnished fail-over and disaster recovery procedure documentation.
 - Conduct quarterly tests of the fail-over/disaster recovery in coordination with the government. Test results will be incorporated into fail-over/disaster recovery procedures.
 - EDS will provide one SAN Management server (configured with at least a dual-processor 1 GHz, 2GB RAM and Windows 2000 server) for both the Primary and Remote sites. Appropriate HBA's will be provided as GFE.
- Software Management: EDS is responsible for operating system support including but not limited to the application of hot fixes, service packs and registry changes, and upgrades. EDS agrees to notify CNRF in advance of committing such changes.
- Hardware Management: EDS will perform host platform support including configuration and operations of the servers to comply with DoD/DON security requirements. We agree to notify CNRF before making changes to the servers or communications environment that supports COOP.
- Performance Monitoring: EDS will monitor system performance and system metrics. Configuration changes/upgrades required to meet critical technical performance requirements will be coordinated through CNRF.
- Capacity Monitoring/Planning: EDS will monitor equipment resource utilization and notify CNRF based on threshold to be addressed in separate correspondence. Upgrades will be identified and recommended to CNRF.
- User Management: CNRF will perform user-management services to include user-access request processing (adding/deleting users, groups, passwords, and assignment of system privileges) and managing user logins. CNRF administrators will coordinate administration tasks with EDS points of contacts and work to insure compliance with NMCI security policies.
- EDS will provide operational support services in compliance with SLA 29. Beeper/telephone response to SAN monitoring provided by CNRF/SITC will occur within 30 minutes of call to begin problem determination and resolution. Problem resolution response time for mission critical SAN failures will occur within 2 hours and continue until problem resolution is complete. Help desk service and network operations display SLAs will be the responsibility of CNRF, SITC, and EMC².

John Stortz, currently on-site as EDS' Navy's New Orleans Operations Manager, will be the Government's single point of contact for this and related project phases. John will be responsible for ensuring the successful operations and management of the products and services as defined within the roles and responsibilities matrix where EDS has

primary responsibility. As currently envisioned, upon completion of the installation and implementation of the target environment, steady state operations will reflect the operational window in place today.

A call out roster and procedure will be updated and provided regularly to CNRF and SITC when the installation and implementation is completed. The designated contact will be used to initiate service calls to our industry partners, should such support be required. The operational callout roster will include a clearly defined time-phased escalation process mapped to the severity of the outage such that all effected parties can be assured of the appropriate level of management attention, all designed to re-establish normal operations as rapidly as possible.

MAINTENANCE OF EQUIPMENT

The OEM Vendors will provide hardware and software maintenance for the Government acquired and installed GFE. Hardware and software maintenance activities will be coordinated and managed by EDS with CNRF and SITC personnel. EDS has not included the recurring software and hardware maintenance expense in this proposal. It is assumed the Government will enter into agreements for this maintenance directly with the OEM vendors.

QUARTERLY EDS-HOSTED MEETINGS

EDS will host in its Herndon, Virginia facility, if requested, up to 4 meetings a year with a duration of up to 4 business days, with up to 25 combined Government and industry participants.

QUARTERLY ON-SITE IN-PROGRESS-REVIEWS

EDS program, business, or technical leadership of up to 2 personnel per trip for up to 3 full business days per trip will travel to New Orleans for face-to-face meetings as requested once per quarter.

Deliverables

The following is a description of the proposed deliverables.

WEEKLY PERFORMANCE REPORTING

A weekly performance report will be provided to the Government to document the availability and performance of the COOP environment and to capture any issues that require CNRF Program Management visibility.

CALL OUT ROSTER

A call out roster for with EDS contacts will be provided at the time implementation is completed. The call out roster will be updated monthly at a minimum, or more frequently as situations dictate.

ESCALATION PROCEDURES

A set of Escalation procedures will be provided to the Government at the conclusion of implementation, which will be time phased, against the level of severity, with the escalated level leader identified by name, title, and phone number during and after normal business hours. This document will be updated as needed, but no later than every quarter to ensure re-validation.

FLOOR OPERATING PROCEDURES

A set of daily, weekly, and monthly floor procedures will be developed and provided to the Government at the conclusion of implementation, and updated as needed, but no later than every 6 months to ensure re-validation.

ACCEPTANCE CRITERIA

Upon submittal of deliverable reports, the Government will have five (5) business days in which to review the reports for acceptance. Failure to respond within the five-day period will be considered acceptance of that deliverable. The Government's requested revisions should represent corrections only. Content additions and changes in the scope or delivery schedule shall be mutually agreed upon. If any of the changes should cause a change in the price of this task order, the ACO and EDS will negotiate a modification accordingly.

Service Levels Agreements

Service Level Agreements (SLAs) demonstrate the commitment EDS makes to manage the COMNAVRESFOR COOP Production Environment and to monitor the level and quality of service through a concise and comprehensive set of service levels which directly relate to COMNAVRESFOR's business objectives and which ultimately will measure mission performance.

SERVICE LEVEL OVERVIEW

EDS' proposed SLAs are based on EDS' extensive experience in performance-based contracting and delivering industry best practices to our public and private sector clients. The SLAs will measure key aspects of COMNAVRESFOR COOP production environment service delivery and will include the disincentives to ensure that EDS consistently meets the committed service levels, but also has a direct positive impact on COMNAVRESFOR business. EDS proposes that our performance be measured against COMNAVRESFOR COOP performance standards as set forth in the SLAs referred to in Section 7.2 herein.

SERVICE LEVEL AGREEMENTS FOR PRODUCTION ENVIRONMENT

In response to the Government's request for system administration of the SAN and priority response for resolution of any SAN failures, EDS is proposing two NMCI standard Service Level Agreements (SLAs) and a specialized SLA as defined below to measure our performance for the delivery of services for the COMNAVRESFOR COOP Production Environment. The specific details of the SLAs follow below. Specifically, the two SLAs are:

- SLA 29.1 – Operational Support Services - Quality and Timeliness of Reports (please reference the NMCI contract for specifics)
- SLA 29. 2 – Operational Support Services - Data Backup/Archiving and Recovery Effectiveness (please reference the NMCI contract for specifics)
- SLA N1 – Problem Response

Service Name: PROBLEM RESPONSE	
SLA: N1	
<i>Service Definition</i>	<p>EDS provided service for COMNAVRESFOR COOP Production Infrastructure defined as:</p> <ul style="list-style-type: none"> • Software: SAN management software, operating system and below • Hardware: SAN Management hardware.
<i>Service Delivery Points</i>	SITC, Bldg 3, 5 th Deck New Orleans, LA
<i>Service Description</i>	EDS will provide problem response for the COMNAVRESFOR COOP Production infrastructure location in Bldg. 3, 5 th Deck, SITC, New Orleans, LA. Basic monitoring of the SAN will be performed by the SITC New Orleans Operations Center. Problem Response is the time from when a failure is reported to the EDS Help Desk to the time that EDS personnel are engaged in the resolution of said problem. Failures may be reported by Government, SITC or EDS Personnel calling the EDS Help Desk.

PROBLEM RESPONSE	
<i>Performance Measure Description</i>	Failure calls placed to the EDS help desk require an EDS systems administrator to respond to the EDS Operations Manager or the COMNAVRESFOR Operations Manager or designee within 30 minutes of problem report (90 minutes during unmanned hours). Such response can be telephonic in conjunction with qualified EDS personnel manning the facility 12/5 (Monday through Friday, 0600 – 1800 CST) or on-call with a beeper outside of these hours. Should the COMNAVRESFOR Operations Manager, in collaboration with EDS' Operations Manager, determine the problem impacts a mission critical application and makes it non-functional EDS on-site support is required within two hours with continuous effort until resolved.
<i>How Measured</i>	COMNAVRESFOR calls requiring service will be reported and a systems administrator will respond accordingly. Elapsed time is measured from the time of receipt of the trouble call at the help desk. A report of all Level 2 support calls will be provided to the Government monthly and will provide details about the call including problem reported, response time, time to correct, and a brief narrative of the corrective action taken. In any month where a service outage occurs, the responsiveness requirement will be met or exceeded 95% of the time to be considered within the Contract SLA, and not subject to penalty. EDS Floor personnel upon identification that a trouble has occurred will place a call to the EDS help desk, which will log the time of the trouble. For every outage that begins outside of the manned coverage hours (M-F, 0600-1800 CST), an additional one hour "grace" period will be provided to EDS which will not be counted in the total outage time.
<i>Frequency</i>	Monthly
<i>Penalty Application</i>	Responsiveness is calculated on a calendar month basis. In any month where the contract SLA is not met or exceeded, the penalty will be calculated against that month's billing. The first month that penalty calculation will begin is February 2003. Any penalties will be totaled (for the first year month 1 February through 30 June and for following years month 1 July through 30 June) and be applied as a credit against the July invoice.
<i>Contract SLA</i>	95.0 %
<i>Penalty Value</i>	0.5 %

A CONFORMED COPY OF THE REVISED CONTRACT IS MADE A PART OF THIS MODIFICATION AS A RESULT OF THE CHANGES OUTLINED HEREIN.

All other terms and conditions of Contract N00024-00-D-6000 remain unchanged, and in full force and effect.